

City → Union
5.15.15

**2015 IFPTE NEGOTIATIONS
CITY PACKAGE PROPOSAL A***

TERM

Two Year Term

WAGES

3% general wage increase effective Fiscal Year 2015-2016

3% general wage increase effective Fiscal Year 2016-2017

Note: Contingent on an agreement regarding additional retirement contributions

PERSONAL PROTECTIVE EQUIPMENT

See Attached (City Counterproposal to Union Proposal)

ELIGIBILITY FOR USE OF SICK LEAVE

See Attached (City Proposal)

MEDICAL VERIFICATION (AMSP & CAMP only)

See Attached (City Proposal)

SICK LEAVE (CAMP only)

Proposal to follow

LEAVES OF ABSENCE (AMSP & CAMP only)

See Attached (City Proposal)

PREMIUM PAY (AEA only)

See Attached (City Counterproposal to Union Proposal)

CONTRACTING IN (AEA only)

See Attached (City Counterproposal to Union Proposal)

ELIGIBILITY FOR OVERTIME (AMSP only)

See Attached (City Proposal)

BENEFITS (HEALTH / DENTAL IN-LIEU and VISION)

See Attached (City Proposal)

HOUSEKEEPING - DISABILITY

See Attached (City Proposal)

**2015 IFPTE NEGOTIATIONS
CITY PACKAGE PROPOSAL A***

TENTATIVE AGREEMENTS

See Attached – Dues Deduction

REOPENERS

- Retirement issues (See Attached)
- Changes to healthcare (Proposal to follow)

** This proposal is submitted in an attempt to reach a settlement. In the event the proposal is not accepted, the City reserves the right to modify, amend and/or add proposals.*

CITY COUNTER PROPOSAL – PERSONAL PROTECTIVE EQUIPMENT

City Proposal:

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

- 14.2 The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to \$150 for ~~full-time employees~~ when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time employee~~. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

CITY COUNTER PROPOSAL – PERSONAL PROTECTIVE EQUIPMENT

City Proposal:

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

- 14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.
- 14.24 The City agrees to reimburse eligible employees provide a voucher for the purchase of protective footwear for up to \$150 for full-time employees when it is determined by the Director of Human Resources or designee that protective footwear is required for the full-time employee. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.
- 14.3 Protective Prescription Safety Glasses. The City agrees to reimburse eligible employees who require the use of prescription lenses and are in positions that require the use of protective safety glasses for the purchase of protective prescription safety glasses for up to \$150.00 for full-time employees when it is determined by the Director of Human Resources, or designee, that protective prescription safety glasses are required. The City will replace protective prescription safety glasses as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

CITY COUNTER PROPOSAL – PERSONAL PROTECTIVE EQUIPMENT

City Proposal:

ARTICLE 14 PERSONAL PROTECTIVE EQUIPMENT

- 14.1 The City agrees to make available all required personal protective equipment when needed during the normal course of work (i.e., protective eyewear, protective footwear) in compliance with Cal-OSHA regulations and upon approval of the Department Director or designee.
- 14.42 The City agrees to ~~reimburse eligible employees~~ provide a voucher for the purchase of protective footwear for up to \$150 for ~~full-time employees~~ when it is determined by the Director of Human Resources or designee that protective footwear is required for the ~~full-time employee~~. Protective footwear shall meet established Occupational Safety and Health Administration's (OSHA) standards, current American National Standard for Personal Protection-Protective Footwear standards and requirements as determined by the City Safety Officer or designee. The City will replace protective footwear as needed, but no more than once per calendar year. An individual may select an approved style that is more expensive than the City maximum by paying the difference.

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

CITY PROPOSAL – ELIGIBILITY FOR USE OF SICK LEAVE

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

- 8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments; or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to a total of forty-eight hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandparent, grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

CITY PROPOSAL – MEDICAL VERIFICATION

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

8.3.8 Any time aAn employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absencefor which sick leave payment is requested.

CITY PROPOSAL – MEDICAL VERIFICATION

City's Proposed Language:

ARTICLE 8.3 SICK LEAVE

- 8.3.8 Any time aAn employee is required to report to work and is unable to report due to illness or injury, an employee may be required to furnish medical verification or other substantiation for any such absence~~for which sick leave payment is requested.~~

CITY PROPOSAL – LEAVES OF ABSENCE

City's Proposed Language:

ARTICLE 8.9 LEAVES OF ABSENCE

8.9.7 Any employee who is absent without notification to their Department Director, or other designated authority, for two (2) consecutive workdays, shall be considered a voluntary resignation, unless the failure to report is due to extenuating circumstances beyond the control of the employee. An employee will be considered to be absent without notification pursuant to this Section, if notification is not provided prior to the commencement of the second consecutive workday.

CITY PROPOSAL -- LEAVES OF ABSENCE

City's Proposed Language:

ARTICLE 8.9 LEAVES OF ABSENCE

8.9.7 Any employee who is absent without notification to their Department Director, or other designated authority, for two (2) consecutive workdays, shall be considered a voluntary resignation, unless the failure to report is due to extenuating circumstances beyond the control of the employee. An employee will be considered to be absent without notification pursuant to this Section, if notification is not provided prior to the commencement of the second consecutive workday.

CITY COUNTER PROPOSAL TO AEA – PREMIUM PAY

City's Proposed Language:

ARTICLE 10.5 PREMIUM PAY

10.5.1 ~~Effective the first pay period following ratification by the membership and approval by the City Council, e~~Employees shall receive a professional achievement incentive of 1.0% (paid biweekly) in addition to their base salary as follows. Employees are eligible for one (1) professional achievement incentive. In order to receive the professional achievement incentive the license or registration must be issued by the State of California, related to the specific discipline of the employee's classification, and is subject to approval by Department Director or designee. Premium pay becomes effective the first full payperiod after the date an approved application is received by the Payroll Department.

CITY COUNTER PROPOSAL – CONTRACTING IN

City Proposal:

ARTICLE 20 CONTRACTING IN

- 20.1 The City agrees to meet and confer with the Union prior to contracting out work currently performed by bargaining unit members whenever such contracting out would result in material reduction of work done by bargaining unit members or would have significant adverse impact on bargaining unit work. It is agreed that position reductions, which result in lay-off of employees in the bargaining unit constitute significant impact on bargaining unit work.
- 20.2 The City and the Union commit to delivering the CIP and related projects with the highest quality, on time and on budget. The City commits to engage with the Union to identify and discuss opportunities to in-source ("contract-in") the performance of various services either currently, or planned to be, performed contractually by non-City employees, through the joint Contracting-In Pilot Project and through other available means, outside of the meet and confer process.
- ~~20.3 The City has established a Contracting In Pilot Project Steering Committee for review and evaluation of the effectiveness of the Contracting In Pilot Project. The Committee meets monthly to review the implementation status of the pilot project, remove barriers to implementation, discuss and work for resolution of issues that may arise. The Union will sit on this committee as a full participant.~~

CITY PROPOSAL – ELIGIBILITY FOR OVERTIME

City's Proposed Language:

Effective June 30, 2015, all employees in classifications represented by AMSP shall be deemed salaried and shall no longer be eligible for overtime. This means that employees in classifications represented by AMSP shall no longer be eligible for additional compensation for hours worked in excess of forty (40) hours per week.

With this proposal and in becoming salaried, employees represented by AMSP will no longer receive call back pay, standby pay, or shift differential.

2015 CITY OF SAN JOSE – AEA NEGOTIATIONS (Units 41/42 and 43)

CITY PROPOSAL – BENEFITS

City's Proposed Language

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 ~~Effective pay date July 1, 2011, e~~Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period.

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental –in-Lieu
Employee	\$73.94	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.10 Vision Care ~~Effective during the open enrollment following ratification by the membership and approval by the City Council and for coverage beginning the following calendar year,~~
The City will contribute towards vision care benefits for eligible full-time employees up to \$16.00 per month (\$8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.10.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

2015 CITY OF SAN JOSE – AMSP NEGOTIATIONS

CITY PROPOSAL – BENEFITS

City's Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental -in-Lieu
Employee	\$73.94	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage, eligible for the employee only coverage for the payment-in-lieu of health and/or dental program.

11.4 Vision Care The City will contribute towards vision care benefits for eligible full-time employees up to \$16 per month. (\$8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.4.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

2015 CITY OF SAN JOSE – CAMP NEGOTIATIONS

CITY PROPOSAL – BENEFITS

City's Proposed Language:

11.3 Payment In-Lieu of Health and Dental Insurance

11.3.1 The purpose of the payment-in-lieu of health and/or dental insurance program is to allow employees who have double health and/or dental insurance coverage to drop the City's insurance and receive a payment-in-lieu. Effective January 1, 2016, payment-in-lieu of health and/or dental insurance will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The payment-in-lieu amounts will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

11.3.2 Employees who qualify for and participate in the payment in-lieu of health and/or dental insurance program will receive the following per pay period:

	Health in-lieu	Dental in-lieu
If eligible for family coverage	\$221.84	\$19.95
If NOT eligible for family coverage	\$89.09	\$19.95

Health Insurance Tier	Health-in-Lieu	Dental -in-Lieu
Employee	\$73.94	\$6.65
Employee plus spouse/domestic partner	\$147.87	\$13.30
Employee plus Child(ren)	\$129.39	\$11.64
Family	\$221.84	\$19.95

A City employee who receives healthcare and/or dental coverage as a dependent of another City employee or retiree shall be deemed not eligible for family coverage eligible for the employee only coverage for the payment-in-lieu of health and/or dental program

11.4 Vision Care ~~Effective December 22, 2013,~~ The City will contribute towards vision care benefits for eligible full-time employees up to \$16.00 per month (\$8.00 for 24 bi-weekly pay periods) or the cost of the premium, whichever is less, for coverage under a vision plan sponsored by the City. The employee shall pay the difference between the City contribution and the total premium of the vision care plan selected by the employee.

11.4.1 Effective January 1, 2016, all available plans will have a 4-tier structure (Employee, Employee plus Spouse/Domestic Partner, Employee plus Child(ren) and Family). The premiums will be adjusted effective the first pay period in payroll calendar year 2016, which starts December 20, 2015.

CITY PROPOSAL – HOUSEKEEPING – DISABILITY

City's Proposed Language:

ARTICLE 8 LEAVES

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, disability, or other paid leave shall be considered as time worked for purposes of this section.

~~8.6 Disability Leave~~

~~8.6.1 Disability Leave Supplement Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers' Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary. Effective June 24, 2012, employees shall no longer be eligible to receive DLS.~~

~~8.6.2 Eligibility for Disability Leave Supplement A full-time employee who is required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division 1 or Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in Section 8.6.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.~~

~~8.6.2.1 After the initial three day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers' Compensation Section. In no event may DLS exceed the limit specified in Section 8.6.6.~~

- ~~8.6.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability~~ If the Workers' Compensation Appeals Board of the State of California or any judicial court should determine that the employee is not entitled to Temporary Disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid to the employee by the City must be returned to the City within one year.
- ~~8.6.4 Ineligible Causes for Disability Leave~~ An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from:
- ~~• an act of gross negligence of such employee~~
 - ~~• any work voluntarily undertaken by employee from which he/she has been prohibited from engaging in as determined by a City physician, prior to the date of injury.~~
- ~~8.6.5 Ineligibility if Offer and Decline of Modified Duty~~ DLS shall not be provided if the City offers the employee employment at identical or similar salary, within the employee's medical limitations, and the employee refuses or fails to accept duty for which he/she is physically qualified.
- ~~8.6.6 Maximum Term of Disability Leave Supplement~~ The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which he/she is disabled for one of the following time periods, whichever is shortest:
- ~~• The time the employee is medically required to be absent due to a work-related injury or illness, after the required three day waiting period.~~
 - ~~• The period of time WCTD is payable to the employee under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California.~~
 - ~~• Effective June 26, 2011, an employee will be eligible to receive DLS for a maximum of three (3) months (or 520 hours if not continually absent) for any current or future work-related injury or illness. Any employee who has exceeded three (3) months (or 520 hours if not continually absent) as of June 26, 2011, will no longer be eligible to receive DLS.~~
- ~~8.6.7 Time Limit for DLS Eligibility~~ Effective June 26, 2011, after 520 hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS five (5) years after the date of the onset of the injury or illness for which he/she is claiming DLS.
- ~~8.6.8 Disability Leave Supplement is in Lieu of Regular Compensation~~ Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation.
- ~~8.6.9 Requirement of Evidence Proving Temporary Disability~~ The Director of Finance is responsible for determining eligibility for DLS. In making this determination,

~~the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director. The Director may require the employee to submit to a medical examination by a physician selected by the City.~~

8.6.10 Termination of Disability Leave An employee who is unable to return to full time regular duty following the expiration of ~~any and all leave provided in this Article~~ and the integration of accrued vacation and of Sick Leave as provided in Section 8.3 and with Workers' Compensation may be separated from City service.

8.6.11 Integration ~~After the maximum time limit specified in Article 8.6.6, the~~ integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, and (2) accrued Sick Leave once Vacation has been exhausted.

- In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

CITY PROPOSAL – HOUSEKEEPING – DISABILITY

City's Proposed Language:

ARTICLE 8 LEAVES

8.3 Sick Leave

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked, excluding overtime, multiplied by a factor of 0.04616. Paid leave for holidays, vacation, ~~disability~~, or other paid leave shall be considered as time worked for purposes of this section.

8.3.2 Accrued sick leave may be utilized if the employee is required to be absent from work on account of non-job related illness or injury; routine medical or dental appointments, or for the care related to the illness or injury of a child for which the employee is legally responsible, mother, father, spouse or domestic partner registered with the Department of Human Resources. Up to 48 hours of accrued sick leave per calendar year may be utilized if the employee is required to be absent for the care related to the illness or injury of the employee's grandchild, brother, sister, father-in-law, mother-in-law, stepfather, stepmother or stepchild.

8.3.3 Accrued sick leave may also be utilized for job-related illness or injury in ~~accordance with the provisions of Section 8.6 Disability Leave, or if the employee is medically required to be absent from work between the date an examining physician determines the employee's condition to be "permanent and stationary" and the date the employee is so notified. Such accrued sick leave may not be utilized if the employee is otherwise entitled to temporary disability leave compensation for the above-referenced period of time.~~

8.3.4 Accrued sick leave not to exceed three (3) working days may be granted in circumstances where an alleged job-related illness or injury is involved, but the employee fails to provide medical verification of such job-related illness or injury.

8.3.5 Anything in this Article to the contrary notwithstanding, an employee ~~who, pursuant to the provisions of Section 8.6 of this Agreement, has been receiving temporary disability leave compensation and who has received the maximum allowable amount of such compensation pursuant to Section 8.6, Disability Leave, and who is entitled to Workers' Compensation temporary disability benefits, shall be permitted to utilize accrued sick leave subject to the following restrictions: Sick Leave shall be utilized in one-half (1/2) hour increments, but in no event shall an employee receive an amount, including any Workers' Compensation temporary disability compensation, in excess of such employee's regular base pay.~~

~~8.6 Disability Leave~~

- ~~8.6.1 Disability Leave Supplement~~ Disability Leave Supplement (DLS) is the benefit provided pursuant to this Article, which, when added to Workers' Compensation Temporary Disability (WCTD) results in providing employees 85% of their regular base salary. Effective June 24, 2012, employees shall no longer be eligible to receive DLS.
- ~~8.6.2 Eligibility for Disability Leave Supplement~~ A full-time employee who is required to be absent from work due to a job-related injury or industrial illness who receives WCTD payments pursuant to Division 1 or Division 4 of the California Labor Code is eligible for DLS, excluding ineligible causes listed in Section 8.6.4. In the event an employee is not eligible for WCTD payments because of the statutory waiting period, DLS shall not be paid for such a waiting period. The employee may use sick leave to cover the waiting period.
- ~~8.6.2.1~~ After the initial three day waiting period has been met, and the employee otherwise qualifies for DLS, the employee may utilize DLS for absences required for medical visits related to the injury after his/her return to work if he/she is unable to schedule such visits on non-work hours. DLS for such intermittent absences is subject to authorization by the Workers' Compensation Section. In no event may DLS exceed the limit specified in Section 8.6.6.
- ~~8.6.3 Eligibility for Disability Leave Supplement Linked to Temporary Disability~~ If the Workers' Compensation Appeals Board of the State of California or any judicial court should determine that the employee is not entitled to Temporary Disability (WCTD) compensation, the employee shall not be entitled to Disability Leave Supplement (DLS) benefits. Under such circumstances, any DLS moneys paid to the employee by the City must be returned to the City within one year.
- ~~8.6.4 Ineligible Causes for Disability Leave~~ An employee shall not be eligible for disability leave, and shall not receive DLS if the injury or illness that causes the absence results from:
- ~~• an act of gross negligence of such employee~~
 - ~~• any work voluntarily undertaken by employee from which he/she has been prohibited from engaging in as determined by a City physician, prior to the date of injury.~~
- ~~8.6.5 Ineligibility if Offer and Decline of Modified Duty~~ DLS shall not be provided if the City offers the employee employment at identical or similar salary, within the employee's medical limitations, and the employee refuses or fails to accept duty for which he/she is physically qualified.
- ~~8.6.6 Maximum Term of Disability Leave Supplement~~ The employee will receive DLS benefits equal to the amount of money which, when added to the WCTD equals 85% of what the employee would have earned at the position from which he/she is disabled for one of the following time periods, whichever is shortest:

- ~~• The time the employee is medically required to be absent due to a work-related injury or illness, after the required three day waiting period.~~
- ~~• The period of time WCTD is payable to the employee under the Workers' Compensation provisions of Division 1 or Division 4 of the Labor Code of the State of California.~~
- ~~• Effective June 26, 2011, an employee will be eligible to receive DLS for a maximum of three (3) months (or 520 hours if not continually absent) for any current or future work-related injury or illness. Any employee who has exceeded three (3) months (or 520 hours if not continually absent) as of June 26, 2011, will no longer be eligible to receive DLS.~~

~~8.6.7 Time Limit for DLS Eligibility Effective June 26, 2011, after 520 hours of DLS, the employee is entitled to no additional compensation for the injury or illness. No employee shall be eligible for DLS five (5) years after the date of the onset of the injury or illness for which he/she is claiming DLS.~~

~~8.6.8 Disability Leave Supplement is in Lieu of Regular Compensation Employees who receive WCTD and DLS compensation do not receive their regular salary. DLS as described in this Article is in lieu of regular compensation.~~

~~8.6.9 Requirement of Evidence Proving Temporary Disability The Director of Finance is responsible for determining eligibility for DLS. In making this determination, the Director may require the employee to provide proof of injury or illness, proof that the injury or illness will last, and proof of other relevant matters as determined by the Director. The Director may require the employee to submit to a medical examination by a physician selected by the City.~~

8.6.10 Termination of Disability Leave An employee who is unable to return to full time regular duty following the expiration of any and all leave provided in this Article and the integration of accrued vacation and of Sick Leave as provided in Section 8.3, and with Workers' Compensation may be separated from City service.

8.6.11 Integration After the maximum time limit specified in Article 8.6.6, the integration of an employee's available leave will occur in the following order: (1) accrued Vacation hours, and (2) accrued Sick Leave once Vacation has been exhausted.

- In no event shall an employee receive an amount, including any Workers' Compensation Temporary Disability payments, in excess of the employee's regular base salary.

CITY PROPOSAL – HOUSEKEEPING - DISABILITY

City's Proposed Language:

ARTICLE 8 LEAVES

8.3 Sick Leave

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, ~~disability~~, or other paid leave shall be considered as time worked for purposes of this section.

CITY PROPOSAL – HOUSEKEEPING - DISABILITY

City's Proposed Language:

ARTICLE 8 LEAVES

8.3.1 Each full-time employee shall be entitled to sick leave with pay in accordance with the following provisions:

8.3.1.1 Sick leave shall accrue in an amount equal to the number of hours worked multiplied by a factor of 0.04616. Paid leave for holidays, vacation, ~~disability~~, or other paid leave shall be considered as time worked for purposes of this section.

**2015 CITY OF SAN JOSE – AMSP NEGOTIATIONS
TENTATIVE AGREEMENT**

AMSP PROPOSAL 1 – DUES DEDUCTION

ARTICLE 6.5 DUES DEDUCTION

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1., provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

**This agreement is considered tentative and shall not be considered final or binding until a final agreement on all terms has been reached and both ratified by union members and approved by the City Council.*

FOR THE CITY:

Jennifer Schembri
Interim Director of
Employee Relations

Date

FOR THE UNION:

Steve Contreras
President
AMSP, IFPTE Local 21

Date

Lamoin Werlein Jaen
Lead Representative
IFPTE Local 21

Date

CAMP PROPOSAL 1 – DUES DEDUCTION

6.5.1.1 The City agrees to deduct from the pay of each employee covered by this Agreement, while such employee is assigned to a classification included in a representation unit represented by the Union, voluntary deductions in addition to those described in Section 6.5.1., provided that the employee has submitted written authorization for such additional voluntary deductions on an appropriate Authorized Dues Deduction card to the Municipal Employee Relations Officer or designee. Such additional voluntary deductions shall continue unless the employee provides written notice to the Municipal Employee Relations Officer or designee to cease the additional voluntary deductions.

FOR THE UNION:

Kara Capaldo
President
CAMP, IFPTE Local 21

City of San Jose
May 15, 2015

BETWEEN
THE CITY OF SAN JOSE
AND

Lamoin Werlein-Jaen Date
Lead Representative, IFPTE, Local 21

BETWEEN
THE CITY OF SAN JOSE
AND
THE ASSOCIATION OF MAINTENANCE SUPERVISORY PERSONNEL, IFPTE, LOCAL 21

The City of San Jose (City) and the Association of Maintenance Personnel (AMSP) agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

To the extent that any change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions) is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Millias Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

FOR THE UNION:

Lamoin Werlein-Jaen Date
Lead Representative, IFPTE, Local 21

BETWEEN
THE CITY OF SAN JOSE
AND
THE CITY ASSOCIATION OF MANAGEMENT PERSONNEL, IFPTE, LOCAL 21

The City of San Jose (City) and the City Association of Management Personnel (CAMP) agree to continue settlement discussions over retirement issues (pension and retiree healthcare), including additional retirement contributions.

To the extent that any change to retirement benefits (pension, retiree healthcare, and/or additional retirement contributions) is a mandatory subject of bargaining, the parties shall meet and confer in good faith in an effort to reach a mutual agreement. If the parties reach impasse and no agreement is reached on those issues that are a mandatory subject of bargaining, either party may invoke the impasse procedures in accordance with the applicable provisions under the Employer-Employee Relations Resolution No. 39367 and/or the Meyers Milius Brown Act. The parties understand that this means that, notwithstanding any other provision in the successor MOA, the City will have the right to unilaterally implement in the event that no agreement is reached at the conclusion of negotiations and mandatory impasse procedures.

FOR THE UNION:

Lamoin Werlein-Jaen Date
Lead Representative, IFPTE, Local 21